REQUEST FOR QUOTATION 19H08023K01086 THE EMBASSY OF THE UNITED STATES OF AMERICA REQUIRES A

Company:	

To provide the following:

- 1. Provide a quote with **complete name of item, description & delivery**; Quotes should list the items in the same order as listed below.
- 2. Delivery to Tegucigalpa, Honduras.
- 3. Include delivery date.
- 4. The vendor's offer should include in the total price the cost of transportation as well as any additional modifications they require.
- 5. Purchase will be done thru **Credit Card** after approval from requester. (Approval: Delivery of the goods and confirmation of acceptance from requester)

	DESCRIPTION	UNIT OF MEASURE	QT Y	UNIT PRICE	TOTAL
	AA L II 5'I C L : .				
1	Mobile File Cabinets.	each	1	L -	L -
	Specs: Metallic shelving made up of 2.00 mt. high angles Cal.16, nail assembly system. Shelves or slats of 30 X 91.5cms. Cal.22, with longitudinal reinforcement that allows a load capacity of up to 40 Kgms Front or side clamps in rolled sheet steel Cal 22 - Mechanical system trolleys: Made in 3/16" x 1 ½" angles, bearing in 3/16" x 4" plate. 3/16" x 4" plate bearing, 6004 ball bearing guide boxes, steel shafts. T-rail on 3/16" x 1" brackets for easy carriage movement. Hand wheel system for moving the mobile mechanical carts. Polypropylene divider to secure folder to panel. Electrostatic baking powder finish. Fixed trays included				
3	Miscellaneous	each	1	L -	L -
	Installation/Transportation Charges				
	to Tegucigalpa, Honduras				
4	Delivery date: (Include)				
	Payment Method – Credit Card Only		TOTAL L	-	

A. Supplies and Prices:

The Contractor shall provide to the U.S. Government the new products as described in the specifications for the stated firm fixed price. Further, the Contractor shall properly perform the deliver to the location set forth under Place of Delivery, of this document. The firm fixed price shall include the products predelivery inspection, certificates of origin, operator's manuals, warranty certificates and any other documentation mandated by the destination country.

No additional sums will be payable on account of any escalation in the cost of materials, equipment, or labor, or because of the Contractor's failure to properly estimate or accurately predict these prices or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.

B. **Delivery Date:**

Delivery Date is sixty (60) calendar days after receipt of the award notification.

NOTE: PRODUCT SHALL COME WITH AT LEAST A 1-YEAR WARRANTY AND GUARANTEE OF QUALITY.

C. Warranty:

The vendor's offer should include a 1-year warranty for every item of equipment requested. It should cover any defect or deficiency that may occur during normal use. Shall provide technical support during warranty period to resolve questions related to operation of equipment. A written warranty should be provided.

D. Place of Delivery:

The contractor is responsible for ensuring delivery of goods to the following address: The Contractor shall consolidate the entire shipment to prevent loss and misdirection. Any lost or damaged items during shipment shall be replaced by the contractor upon notification. Partial shipments are not allowed if NOT approved by the requestor.

Consignee Address:

Consignee: US Embassy Honduras 19H08023K1086 INL Section Tegucigalpa Ave. La Paz Colonia Palmira Tegucigalpa M.D.C., Honduras María J. Paredes / Marvin Alvarado Email: paredesmj2@state.gov

Address to be delivered:

PoC: María Paredes Col. La Cañada Tegucigalpa, Honduras

International vendors can offer,

DAP Terms: US Embassy Honduras will support with customs process but not storage fees. Contractor needs to send correct paperwork (Consignee to: US Embassy Honduras, Invoices, packing list, description, item country origin, among others beforehand) and be expedite when information is required to avoid

any delays and generate storage fees. Delays or Storage fees due to any wrong documentation from vendor will NOT be paid.

An email will be requested to vendor once awarded of the packing list with original invoice that will provide advance information for Customs clearance purposes. One copy of the packing list and commercial invoice must accompany the shipment, attached to the outside of the "lead" or number one box/carton/package, or individually attached to the outside of each box/carton/package.

If vendor is local, the previous remarks do not apply.

<u>Delivery Terms: THE VENDOR IS RESPONSIBLE FOR THE DELIVERY OF ALL ITEMS LISTED ABOVE</u> (BRAND NAME OR EQUAL).

E. Place of Installation

The contractor is responsible for the verification of measurements for fabrication and installation of all the equipment at the following:

Tegucigalpa, Honduras.

Exact address and POC will be provided to awardee.

F. Inspection and Acceptance

The final inspection and acceptance of the service shall be performed by the POC upon finalizing the installation of all the equipment. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of installation, email confirmation by POC. Government Purchase Cardholder will proceed with the proper process for payment.

G. Evaluation Factor:

- a. The U.S. Government intends to evaluate this requirement based on the **lowest price technically acceptable (LPTA)**. *NOTE: Offerors shall include specific details and delivery dates in their responses to this RFQ. All pricing shall reflect L*
- b. **Company Documents:** Please include the following documents (all documents should be up to date):
 - Company License / SAM Number
 - Company RTN
 - Company addresses and telephone Number
 - Contact Name, telephone number and email address
- c. **Delivery Terms**: The vendor is responsible for the delivery of all items listed above under this Request of quotation (Brand name or Equal) in the stated shipping address.

d. Offers/ Quotes: Complete pricing section in Lempiras (L).

NOTE:

August 15, 2023

- 17. Evaluation of Foreign Currency Offers (FEB 2000)
 If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:
 - a. For acquisitions conducted using sealed bidding procedures / email offer, on the date of bid opening
 - b. For acquisitions conducted using negotiation procedures—
 - 1. On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - 2. On the date specified for receipt of proposal revisions.

All Quotes must be valid for 90 days from the closing date for this solicitation. No exceptions or qualifications. New equipment ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way. Components of the requested equipment, to include memory, must be manufacturer-approved and may not be compatible, remanufactured, or refurbished equipment. All items must be covered by manufacturer's warranty and procured through a manufacturer approved distribution channel. Sellers must be able to document their ability to provide items through manufacturer approved distribution channels upon request.

- e. **Tax Exempted:** Offers should <u>not</u> include tax (process must be tax exempted) Tax Exemption will be sent digitally for your support.
- f. **Payment:** Payment thru **Government Purchase Credit Card**. Payment will be processed once the requester has confirmed as complete the delivered items.
- g. Offer shall include the NDAA (National Defense Authorization Act) form signed, dated, and stamped. (Attached form)

Your offer must be submitted no later than Friday, August 29, 2023 at 11:00 a.m. (Tegucigalpa, Honduras Time) via e- mail to paredesmj2@state.gov. After this time offers will not be taken in consideration.

Contact information:		
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Signature:	Date signed:	

PLEASE FILL PRICES, TOTAL, AND SIGN. THIS REQUEST OF QUOTATION SHOWS YOUR PROOF OF READING AND UNDERSTANDING OF THE BID.

OFFEROR SHALL ATTACH A QUOTE A AND ADDITIONAL SPECIFICATIONS.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION				
Vendor Name				
Authorized Representative				
Signature				
Date (mm/dd/yy)				

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(i) of the provision at 52.204-26, or in paragraph (v)(2)(i) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019(Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
 - (c) Representation. The Offeror represents that—
- (1) It ☐ will, ☑ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It \square does, \boxtimes does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
 - (d) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and

explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions*. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (iii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
 - (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless

an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

- (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (e) Reporting requirement.
- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this Clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

 (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in 4.2105(c), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting
for Certain Telecommunications and Video Surveillance Services or Equipment.
(b) <i>Procedures</i> . The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(c)
(1) Representation. The Offeror represents that it \square does, \boxtimes does not provide covered
telecommunications
equipment or services as a part of its offered products or services to the Government in the performance
of any contract, subcontract, or other contractual instrument.
(2) After conducting a reasonable inquiry for purposes of this representation, the offeror
represents
that it does, does not use covered telecommunications equipment or services, or any equipment,

(End of provision)

system, or service that uses covered telecommunications equipment or services.